

**ADDENDUM TO THE  
1998-2001 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
CITY OF ASBURY PARK  
AND THE  
AMERICAN FEDERATION OF STATE COUNTY EMPLOYEES,  
AFL-CIO, LOCAL 2255  
(AFSCME)**

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1) All terms and conditions of the 1998-2001 Collective Bargaining Agreement between the City of Asbury Park and AFSCME, Local 2255, which expires December 31, 2001, shall remain in effect through and including December 31, 2003, with the exception of the following provisions:

2) **ARTICLE XX - SALARIES**

2002: Effective January 1, 2002, the base salaries shall be increased four percent (4.%), across the board.

2003: Effective January 1, 2003, the base salaries shall be increased four percent (4.%), across the board.

3) **ARTICLE II - UNION RIGHTS AND PRIVILEGES**

Effective January 1, 2002, Article II, Section F will be amended to read as follows: "Two (2) delegates will be allowed a total of six (6) days to attend Union business functions in any calendar year without loss of pay or time."

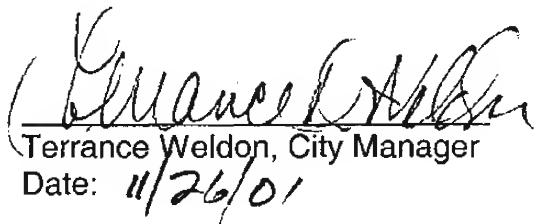
4) **ARTICLE XIII - BEREAVEMENT LEAVE**

Effective January 1, 2002, Article XIII, Sections A & B will be amended to read as follows:

A. A member of this group shall be granted five (5) working days off for the death of a father, mother, spouse or child, including stepchild.

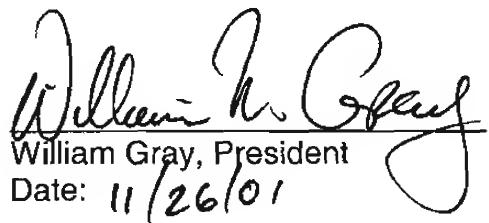
B: A member shall be granted three (3) working days off if death occurs to others in the immediate family, which shall consist of stepfather; stepmother; brother; sister; stepbrother; stepsister; mother-in-law; father-in-law; grandmother; grandfather; grandchild; son-in-law; daughter-in-law; sister-in-law, and brother-in-law."

FOR THE CITY:



Terrance Weldon  
Terrance Weldon, City Manager  
Date: 11/26/01

FOR THE UNION:



William R. Gray  
William Gray, President  
Date: 11/26/01

AN AGREEMENT BETWEEN  
THE CITY OF ASBURY PARK  
AND  
THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL #2255  
(AFSCME)

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JANUARY 1, 1998 THROUGH DECEMBER 31, 2001

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PREAMBLE

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the City of Asbury Park, the County of Monmouth, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City"), and the American Federation of State, County, and Municipal Employees Local #2255 (hereinafter referred to as "AFSCME").

WHEREAS, the City and AFSCME, have heretofore entered into negotiations as to various matters concerning the conditions of employment, and

WHEREAS, the City and AFSCME now desire to reduce the Agreement arrived at by said negotiations to a written agreement:

NOW THEREFORE; WITNESSETH that the parties hereto hereby agree as follows:

## ARTICLE I

### RECOGNITION

The following titles have been certified as members of this bargaining unit:

#### Professional Employees:

Administrative Analyst \*

Assistant Chief Sewerage Plant Operator

Assistant Municipal Tax Collector

Assistant Zoning Officer \*

Building inspector (P/T) \*

Chief Sewerage Plant Operator

Construction Officer (P/T)

Construction Official

Director of Community Development

Director of Community Relations and Social Services

Director of Economic Development Program

Director of Inspections \*

Director of Property Improvement

Fire Prevention Specialist

Planning Director

Program Monitor

Public Health Nurse (P/T)

Sub-Code Official (P/T)

Supervisor - Senior Citizen Outreach & Referral Program

Supervisor of Accounts/Purchasing Agent

Tax Assessor

Tax Collector

Technical Assistant, Office of Construction Official \*

Zoning Officer \*

Zoning Officer (P/T)\*

#### Supervisory Employees:

Administrative Secretary/Office Services Manager \*

Assistant Public Works Superintendent

Beach Supervisor

Chief Housing, Inspector

Data Processing Coordinator (P/T) \*

Maintenance Superintendent \*

Municipal Court Administrator

Program Development Aide Community Service \*

Social Worker, Health \*

Supervising Accountant

Supervisor Data Processing Operator (P/T)  
Supervising Laborer  
Supervising Maintenance Repairer  
Supervising Mechanic  
Supervising Sewerage Plant Repairer \*

\* All titles designated by an asterisk (\*), are added to this clause, and become a part of this agreement effective January 1, 2000.

## ARTICLE II

### UNION RIGHTS AND PRIVILEGES

A. The City agrees to permit the posting of Union information on one (1) bulletin board in a designated area where Union employees are assigned, with the exception of the posting, of any political notices. All notices must include the name of the person who is responsible for the posting thereof.

B. The Union may request the names and salaries of its bargaining unit members up to four (4) times per calendar year. As soon as practicable after receiving the request, the City shall provide the information to the Union.

C. No more than two (2) Union committee members may attend meetings, exclusive of negotiations, scheduled by the City Manager, or his/her designee, without loss of pay.

D. No more than one (1) Union official shall be permitted time, upon reasonable advance notice to the appropriate Department head or administrator, to investigate or process grievances during regular business hours, without loss of pay or time.

E. Employees shall have the right and responsibility to notify their department head or administrative supervisor of all hazardous and unsafe conditions not corrected by their administrative Supervisor. No employee shall be required to operate equipment or work under unsafe conditions.

F. Two (2) delegates will be allowed a total of four (4) days to go to a Union convention in any calendar year without loss of pay or time.

## ARTICLE III

### DUES CHECKOFF/AGENCY FEE

A. The City hereby agrees to deduct from the salaries of employees covered by this Agreement dues for Union membership. Said monies, together with records regarding any corrections, shall be transmitted to the Union offices at 3635 Quakerbridge Road, Suite 1, Trenton, New Jersey 08619, by the end of the next month following the semi-monthly pay period in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the City written notice thirty (30) days prior to the effective date of such change on stationary bearing the Union letterhead.

B. Any employee covered by this Agreement who does not choose to have dues deducted from his/her salary must pay a representation fee. In lieu of dues to the Union. The representation fee shall be in an amount equivalent to the regular membership dues, charged by the majority representation to its own members less the cost of benefits financed through the dues, fees, and assessments, and available to or benefitting only its members but in no event shall such fee exceed eighty-five (85) percent of the regular membership dues. The collection of such representation fee and appeal of such fee in regard to this Agreement shall be governed by N.J.S.A. 34:13A-5.5 through N.J.S.A. 34:13A-5.8.

C. The Union will provide the necessary check-off authorization forms, and deliver said forms to the designated City officials as provided for in N.J.S.A. 52:1415(e), as mandated.

D. The Union indemnifies, defends, and saves the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken

by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City or any action taken by the City under all sections of this article.

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

A. The following shall constitute the hours of work for the employees in this unit:

1. All employees shall work five (5) days per week, Monday through Friday.
2. Those employees who work forty (40) hours per week shall work eight (8) hours per day, except if on shift work.
3. Those employees who work thirty-five (35) hours per week, shall work seven (7) hours per day, except if on shift work.
4. Hours per week.

a. Professional Employees

Administrative Analyst - 35 hrs.  
Assistant Chief Sewerage Plant Operator - 40 hrs.  
Assistant Municipal Tax Collector - 35 hrs.  
Assistant Zoning Officer - 35 hrs.  
Building Inspector (P/T)  
Chief Sewerage Plant Operator - 40 hrs.  
Construction Official - 35 hrs.  
Construction Officer (P/T)  
Director of Community Development - 35 hrs.  
Director of Community Relations and Social Services - 35 hrs.  
Director of Economic Development Program - 35 hrs.  
Director of Inspections - 35 hrs.  
Director of Property Improvement - 35 hrs.  
Fire Prevention Specialist - 35 hrs.  
Planning Director - 35 hrs.  
Program Monitor - 35 hrs  
Public Health Nurse (P/T).  
Sub-Code Official (P/T)  
Supervisor - Senior Citizen Outreach & Referral Program - 35 hrs.  
Supervisor of Accounts/Purchasing Agent - 35 hrs.  
Tax Assessor - 35 hrs.  
Tax Collector - 35 hrs.  
Technical Assistant, Office of Construction Official - 35 hrs.  
Zoning Officer - 35 hrs.

Zoning Officer (P/T)

b. Supervisory Employees

Administrative Secretary/Office Services Manager - 35 hrs.

Assistant Public Works Superintendent - 40 hrs.

Beach Supervisor - 40 hrs.

Chief Housing Inspector - 35 hrs.

Data Processing coordinator (P/T)

Maintenance Superintendent - 35 hrs.

Municipal Court Administrator - 35 hrs.

Program Development Aide Community Service - 35 hrs.

Social Worker, Health - 35 hrs.

Supervising Accountant - 35 hrs.

Supervisor Data Processing Operator (P/T)

Supervising Laborer - 40 hrs.

Supervising Mechanic - 40 hrs.

Supervising Maintenance Repairer - 40 hrs.

Supervising Sewerage Plant Repairer - 40 hrs.

B. Overtime:

Overtime shall be compensated in compensatory time at the rate of double time for each hour worked in excess of the employees regular work week. Only overtime requested by and/or authorized in advance by the City Manager shall be compensable. Only those employees entitled to overtime under the FLSA shall be subject to this provision.

C. Distribution of Overtime:

1. Overtime will be distributed as equally as possible among those employees who normally perform the work, based on seniority and rotation.

2. If no employee is available for overtime in the job title/classification, then the employee with the least amount of overtime in the Department shall be asked, if qualified to do the work.

D. Overtime during snow removal, declared disasters, or other weather-related emergencies: Employees who are requested to perform work during snow storms or emergencies, declared

disasters, or other weather-related emergencies shall be compensated at the rate of time and one half (1-1/2) for their first eight (8) hours of overtime worked, and then double time their regular rate of pay during the second eight (8) hours. Overtime will not be paid during the normal eight (8) hour shift. Only the City Manager or his/her designee may declare a weather-related emergency.

## ARTICLE V

### STRIKES AND LOCKOUTS

The Union agrees that it shall not authorize, sanction, or approve any strike, stoppage, or slowdown during the term of this Agreement. The City agrees that it shall not cause any lockouts.

## ARTICLE VI

### PERSONNEL FILES

A. Any employee covered by this Agreement shall have the right to inspect and obtain copies of documents from his/her personal personnel file maintained in the City Personnel Department upon ten (10) working days written notice to the custodian thereof. The employee may inspect his/her file during, regular business hours and only on the employee's own time. The file must be inspected in the office where it is maintained.

B. An employee may place a response to anything in his/her personnel file no later than ten (10) calendar days after the employee has notice of a document being placed in his/her file.

C. The contents of the employee's personal file shall only be released to someone other than a City agent by Court Order or subpoena.

D. No material or writings relating to an employee's conduct, service, character, or personality, shall be placed in said employee's personnel file unless it is signed by the person submitting the information and signed (under protest, if desired) by such member with the Union official present and given a copy before it is incorporated into his/her file. Any employee of this Union shall have the right at reasonable time to examine his/her file if so desired.

## ARTICLE VII

### NEW EMPLOYEES

The City Manager, or his/her designee, shall notify the Union President of the name and of any newly hired employees in this bargaining unit within ten (10) working days from the date the employee commences work.

## ARTICLE VIII

### HOLIDAYS

- A. The following holidays shall be "paid" holidays per year as follows:
  - 1. New Year's Day
  - 2. Martin Luther King's Birthday
  - 3. Lincoln's Birthday
  - 4. Washington's Birthday
  - 5. Good Friday
  - 6. Memorial Day
  - 7. Independence Day
  - 8. Labor Day
  - 9. Columbus Day
  - 10. Election Day
  - 11. Veteran's Day
  - 12. Thanksgiving Day
  - 13. Friday following Thanksgiving
  - 14. Christmas Day
  - 15. Easter Sunday (only if worked on schedule)
- B. When any employee member of this bargaining unit is required to work on any of the above fifteen (15) holidays, he/she shall be compensated double (2) times the regular rate of pay of said employee.

C. Birthday:

1. In addition to the above holidays, each employee shall be granted off his/her birthday, with pay.
2. In the event the birthday, or any of the above holidays occurs on a Saturday, the preceding Friday shall be the day off granted to said employee.
3. In the event the birthday, or any of the above holidays, falls on a Sunday, the next succeeding Monday shall be granted as the day off.
4. In the event the birthday falls on a legal holiday, the next succeeding work day shall be given as the day off.
5. An employee may choose to work on his/her birthday and substitute another day off in lieu thereof. Also, an employee may add this day to his/her vacation time.

D. Religious Holidays:

1. Two (2) religious holidays shall be granted employees, with such time to be charged, at the discretion of the employee, to his/her accrued vacation leave due.
2. In the event the employee does not desire to charge the said religious holiday to vacation time, the said employee may elect to take the day off without pay.

## ARTICLE IX

### JURY DUTY

A. An employee shall receive full salary while serving on jury duty in exchange for an assignment and delivery to the City of their jury duty compensation, exclusive of travel or expense compensation.

B. If an employee is not required to be present for jury duty for the entire length of the summons, he/she must return to work the day immediately following dismissal.

## ARTICLE X

### VACATIONS

A. The vacation year shall run from January 1 through December 31 of the calendar year. Vacation shall be earned for time worked, and shall not be accrued during, leaves of absences, paid or unpaid, suspensions or injury leave.

B. Vacation shall be earned in the following manner:

<u>Years of Completed Service</u>	<u>Vacation days</u>
One (1) to Five (5)	Fourteen (14)
Six (6) to Ten (10)	Sixteen (16)
Eleven (11) to Fifteen (15)	Twenty (20)
Sixteen (16) to Twenty (20)	Twenty-two (22)
Twenty-One (21) to Twenty-Four (24)	Twenty-five (25)
Twenty-Five (25) and Over	Twenty-eight (28)

C. The City Manager, or where appropriate, the Department Head, has the right to approve or reject all requests for vacation. Vacation may be taken at any time during the year, if authorized in advance by the City Manager or the Department Head.

D. In the event an employee is not permitted to take his/her vacation within the calendar year earned, because of emergent City business, then and in such case the said vacation shall be permitted to be carried over to the next succeeding calendar year, subject to and conditioned upon the approval of the City Manager, or his/her designee.

E. The parties shall work out a method for employees with accrued time to either use and/or be compensated.

F. Vacation shall be pro-rated if less than a full calendar year is worked.

G. The City Manager or his/her designee shall base the schedule of vacations to be taken by employees on a seniority basis.

H. Every employee shall be permitted to have within any vacation year not more than two (2) split vacation periods. Any deviation must be approved in advance by the City Manager or his/her designee.

I. Vacation shall not accrue after an employee has resigned or retired, even if his/her name is retained on the payroll until exhaustion of vacation.

## ARTICLE XI

### LEAVE OF ABSENCE

A. The City Manager has the discretion to grant a leave of absence without pay for good cause, for a period of up to one (1) year, to an employee who has completed at least one (1) full year (12 months) of active service. Such leave of absence shall be subject to all appropriate laws and regulations.

B. Upon completion of an unpaid leave, the employee shall be reinstated consistent with all applicable laws and regulations.

## ARTICLE XII

### LAYOFF AND TERMINATION

A. Wherever it shall be necessary to decrease the number of employees in this unit, an employee shall be laid off in accordance with applicable New Jersey State Statutes and Department of Personnel Rules and Regulations.

B. Re-employment rights after layoff shall be governed by applicable New Jersey State Statute and Department of Personnel Rules and Regulations.

C. At the time of a layoff, an employee of this bargaining unit employed by the City for a minimum of twelve (12) months shall receive all accrued vacation time due but not taken, plus two (2) weeks severance pay at the regular rate of pay of said employee.

## ARTICLE XIII

### BEREAVEMENT LEAVE

- A. A member of this group shall be granted five (5) working days off for the death of a spouse or child, including stepchild.
- B. A member shall be granted three (3) working days off if death occurs to others in the immediate family, which shall consist of father, mother, stepfather; stepmother; brother; sister; stepbrother; stepsister; mother-in-law; father-in-law; grandmother; grandfather; grandchild; son-in-law; daughter-in-law; sister-in-law, and brother-in-law.
- C. Bereavement leave shall be leave with pay.
- D. Bereavement leave shall commence from the first excused work day following the date of death.

## ARTICLE XIV

### PERSONAL LEAVE

A. Employees shall be granted three (3) working days off per year with pay, providing the employee calls his/her immediate Department Head prior to his/her shift to report same, for the purpose of conducting matters of business or of an emergency nature.

B. Such time shall not be deducted from an employee's accumulated sick- leave or vacation leave.

C. Personal leave cannot be accrued from year to year and cannot be added to one's vacation time.

D. In the event of any emergency situation that prevents the employee from calling, (as in ¶A above), said requirement shall be waived. It is understood, however, that it is the responsibility of the employee to justify the nature of any emergency situation to the employer upon his/her return to work.

E. The City will allow employees to use up to five (5) accrued vacation days annually, for personal leave, upon the written authorization of the City Manager. In order to use accrued vacation as personal leave time, the employee must give twenty-four (24) hours prior notice to his/her Department Head/Administrative Supervisor or the City Manager.

F. New employees, terminating, or retiring employees shall be granted personal leave on a prorated basis.

## ARTICLE XV

### SICK LEAVE

#### A. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any member of this bargaining unit on the basis of one (1) working day per month during, the remainder of the first calendar year of employment after initial appointment, and twenty (20) calendar days in every calendar year thereafter.
2. After the first year of employment, and in anticipation of continued employment, employees will be credited with twenty (20) sick leave days at the beginning of each calendar year.
3. Sick leave shall not accrue during a leave of absence without pay or a suspension.
4. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year-to-year, to be used if and when needed for such purpose.
5. Sick leave shall not accrue after an employer, has resigned or retired if his/her name is retained on the payroll until exhaustion of vacation or other compensatory leave.
6. Upon retirement, each permanent full-time employee, hired prior to May 1, 1982, shall receive one hundred (100%) percent of his/her accumulated sick leave time, subject to and conditioned upon, however, that said employee shall not receive more than two hundred twenty-five (225) days full pay at the rate of pay existing, on the date of said employee's retirement.

7. Permanent full-time employees hired May 1, 1982 or later shall receive, upon retirement, one-half (½) his/her accumulated sick leave time, limited to a maximum of one hundred thirty-five (135) days of full pay at the rate of pay existing on the date of said employee's retirement.

8. Effective January 1, 1996 all permanent full-time employees hired on or after January 1, 1996 shall receive, upon retirement, one-half (½) his or her accumulated sick leave time not to exceed \$15,000.00.

9. Effective January 1, 1989, twenty-five (25%) of accumulated sick days, not to exceed sixty (60) working days with pay, shall be paid in the event of the death of an employee to the employee's spouse or estate.

#### **B. REPORTING OF ABSENCE FOR SICK LEAVE**

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

#### **C. VERIFICATION OF SICK LEAVE**

1. An employee shall be required to submit acceptable medical evidence substantiating the illness and physician certification that said employee is able to return to full duty.

- a. Any employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.
- b. The City may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
- c. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and, in addition thereto, that his/her return will not jeopardize the health of other employees.

#### D. PERFECT ATTENDANCE PROGRAM

Effective January 1, 2000, any employee covered by the terms of this agreement who does not use any sick days for the calendar year, shall receive an additional four (4) vacation days to be used in the next successive year only.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

**A. PURPOSE:** The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting, the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

**B. DEFINITION:** The term "grievance" as used herein shall be any controversy arising, over the interpretation, application, or alleged violation of the terms and conditions of this agreement and may be raised by an individual, the group on behalf of an individual, or the City.

**C. STEPS OF THE GRIEVANCE PROCEDURE:** The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, with the exception of City-initiated grievances which will proceed in accordance with the provisions hereinafter recited, and shall be followed in its entirety unless any step is waived by mutual consent.

#### **1. STEP ONE:**

The aggrieved shall file a grievance, in writing, with his/her department Head, or, if the aggrieved is a Department Head, with the City Manager within ten (10) working days from the date of the grievance or from the event giving notice to the employee of the potential grievance. Failure by the aggrieved to act within the specified time shall be deemed to constitute an abandonment of the grievance. The Department Head or City Manager shall render a written decision within ten (10) working days from receipt of the grievance.

## **2. STEP TWO:**

The Union has five (5) working days from receipt of the Step One answer, to process the grievance to Step Two; otherwise it shall be deemed withdrawn. If the grievance is filed at this step, it must be filed in writing to the City Manager, even if filed with him/her to Step One. The City Manager shall conduct a conference with the grievant and the Union President, who may bring only the Union representative. The conference shall be conducted within ten (10) working days, from receipt of the written grievance at Step Two. The City Manager shall have ten (10) working days after the Conference to submit a written decision to the Union. The above time frames may be waived by mutual agreement and confirmed in writing.

## **3. STEP THREE:**

- a. All grievances as aforesaid between the parties that have not been satisfactorily settled after following the procedures outlined above shall, at the written request of either party, made to the other within ten (10) working days (not including Saturday or Sunday) after receiving the answer in Step Two, be referred to arbitration. If such written notice is not given within the ten (10) working days (excluding Saturday and Sunday), the grievance will be deemed dropped. The demand shall be filed with the Public Employment Relations Commission.
- b. The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be shared equally by the Union and the City.
- c. EXTENSIONS IN TIME: Either party may request an extension of time at any one of the above steps but only one (1) such extension, providing the party desiring such

extension gives written notice to the other prior to the expiration of the time limit specified in the specific step, and such extension shall not exceed two (2) working days.

## ARTICLE XVII

### INJURY LEAVE

A. Whenever a member of this unit is incapacitated from duty because of a physical injury sustained in the performance of his/her duty, such employee shall receive his/her salary for a period not to exceed fifty-two (52) consecutive weeks from the date of the onset of the injury. Said salary payments shall include, and are not in addition to, any entitlement of the employee to a portion of his/her salary as benefits for temporary disability due under the Worker's Compensation Laws for said period of time.

An employee's medical condition shall be reviewed at least every four (4) months to determine if he/she is eligible to be continued on injury leave.

B. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrators based upon the reports of authorized physicians. (See Subsection F)

C. In order to receive payment under this Article, the injured employee must, as soon as practicable after a physical injury has occurred, file a written report concerning such injury with his/her immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under this Article. Except in emergency situations, said report must be filed before the end of the employee's shift during which said injury occurred.

D. Absence from work under this provision must be based upon the certification of an authorized physician (See Subsection F) that the employee is presently unable to perform his/her job duties as a result of the work-related injury; absences meeting this requirement shall not be

charged against the employee's sick leave.

E. Injury leave under this provision may be granted for up to fifty-two (52) consecutive weeks, for any one injury, from the initial date of injury; provided, however, that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to disability as determined by the Division of Pensions, if the retirement determination preceded the expiration of the fifty-two (52) consecutive weeks of injury leave entitlement.

F. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee who disagrees with the medical evaluation submitted by the authorized physician may submit a second opinion and/or evaluation from the physician of the employee's choice. If the employee's doctor and the City's doctor disagree as to the employee's diagnosis, a third opinion shall be obtained as follows:

G. The Union and the City shall each compile a list of five (5) medical doctors from which the Union and the City shall mutually select a single physician within three (3) days from the time that the dispute between the employee's doctor and the City's doctor arose. The determination of the third doctor regarding the employee's ability to return to work shall be in writing, and shall be final and binding. Until the final decision is received from the third impartial doctor, the employee will continue under this article and will not be ordered to return to work.

H. Absence from work under the provision aforesaid, when a disability occurs resulting from a work-connected injury, shall not be charged to the employee's sick leave.

## ARTICLE XVIII

### HOSPITALIZATION AND INSURANCE

A. The City shall provide hospitalization and medical insurance for all full time employees, their spouses and dependant children. As to dependant children the same shall be those children who are determined to be dependant by Blue Cross/Blue Shield. The City, however, shall have the option of providing similar insurance by any other carrier. In the event of any such proposed change, the Union shall first be given the opportunity to review the newly proposed plans/coverage. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid by the City.

B. All employees who shall retire after January 1, 1980 and have twenty-five (25) years of continuous full-time service with the City of Asbury Park shall be provided with individual hospitalization insurance as presently in effect for current employees. This provision shall not include any hospitalization or other benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972.

C. Effective June 1, 1988, any full-time employee who retires on or after that date and who is at least sixty-two (62) years of age and has at least twenty (20) years of continuous full-time service with the City of Asbury Park shall be entitled to receive individual hospitalization insurance, as presently in effect for Current employees.

D. The City of Asbury Park shall continue its practice of providing individual health insurance to an employee who retires on a disability pension.

E. "Deferred" retirement shall not entitle an employee to receive hospitalization pursuant to this Article.

F. Effective January 1, 1997, the insurance deductible will increase from 100- 200 to 200-400, and from 2.00-2.50 to 10.00-5.00. If this provision is not accepted by any other group, it will be removed from the Contract.

G. Effective December 31, 1997, employees hired on that date or thereafter shall contribute 20% of the premium for dependent health insurance coverage. This provision is subject to its legality. If it is found to be illegal, the mediator retains jurisdiction and shall return to negotiations on this benefit.

## ARTICLE XIX

### PROMOTIONS

The City agrees that, where promotions are available, employees within this bargaining unit presently employees on a permanent basis shall be appointed from Department of Personnel promulgated lists of existing employees over non-employees when and wherever possible, when three (3) or more names appear on said Department of Personnel lists.

## ARTICLE XX

### SALARIES

The City agrees that the base salary rate for all employees covered by this agreement shall be as specified in Ordinance. Reflected in these salary rates are the following increases which become effective on the dates shown:

- A. Effective January 1, 1998, the base salary shall be increased two percent (2%).
- B. Effective January 1, 1999, the base salary shall be increased two and three-fourths percent (2.75%).
- C. Effective January 1, 2000, the base salary shall be increased three and one-half percent (3.50%).
- D. Effective January 1, 2001, the base salary shall be increased three and one-half percent (3.50%).
- E. Employees of this group shall be paid semi-monthly, one twenty-fourth (1/24) of their annual salaries, with deductions for excessive sick time and increments for overtime to be adjusted during the next succeeding pay period
- F. Effective January 1, 2000, any employee who has a 1999 base salary less than \$30,000., shall have \$1,000. added to his/her base salary prior to the 2000 percentage increase. (This applies to two (2) employees). If an employee's final 2000 base salary is less than \$30,000., his/her salary shall be increased to \$30,000., effective January 1, 2001, prior to the percentage increase for 2001.

## ARTICLE XXI

### LONGEVITY

A. Effective January 1, 1995, longevity payments shall be granted according to the following pay schedule:

CLASSIFICATION <u>Years</u>	5-9 Years	10-11 Years	15-19 Years	20-24 Years	25+
Assistant Chief Sewerage Plant Operator	\$694	\$1,1388	\$2,198	\$2,777	\$3,471
Assistant Public Works Superintendent	\$844	\$1,688	\$2,672	\$3,376	\$4,257
Assistant Municipal Tax Collector	\$557	\$ 953	\$1,508	\$1,905	\$2,382
Beach Supervisor	\$678	\$1,355	\$2,146	\$2,711	\$3,388
Chief Housing Inspector	\$602	\$1,204	\$1,907	\$2,409	\$3,011
Chief Sewerage Plant Operator	\$782	\$1,563	\$2,475	\$3,126	\$3,908
Construction Official	\$700	\$1,400	\$2,217	\$2,800	\$3,500
Director of Community Develop. Prog.	\$819	\$1,637	\$2,593	\$3,275	\$4,094
Director of Community Rel. & So. Ser.	\$762	\$1,524	\$2,413	\$3,049	\$3,811
Director of Economic Develop. Prog.	\$627	\$1,254	\$1,985	\$2,507	\$3,134
Director of Property Improvement	\$895	\$1,791	\$2,836	\$3,582	\$4,477
Municipal Court Administrator	\$572	\$1,143	\$1,810	\$2,286	\$2,858
Planning Director	\$716	\$1,433	\$2,269	\$2,865	\$3,582
Program Monitor	\$565	\$1,131	\$1,790	\$2,261	\$2,826
Supervising Accountant	\$507	\$1,015	\$1,606	\$2,029	\$2,536
Sup. Of Accounts/Purchasing Agent	\$817	\$1,635	\$2,591	\$3,273	\$4,092
Supervising Laborer	\$678	\$1,355	\$2,146	\$2,711	\$3,388
Supervising Maintenance Repairer	\$678	\$1,355	\$2,146	\$2,711	\$3,388
Super. Sr. Cit. Outreach & Ref. Prog.	\$371	\$ 742	\$1,175	\$1,484	\$1,855
Tax Assessor	\$932	\$1,865	\$2,953	\$3,729	\$4,662
Tax Collector	\$733	\$1,465	\$2,320	\$2,931	\$3,663

B. Employees hired as of January 1, 1997 and thereafter shall not be eligible to receive longevity.

## ARTICLE XXII

### MANAGEMENT RIGHTS

The City reserves full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to:

(1) direct employees;

(2) hire, promote, transfer, assign and/or retain employees;

(3) suspend, demote, discharge or take other disciplinary action against employees;

(4) lay off employees for lack of work or other legitimate reasons;

(5) take all reasonable actions necessary to maintain effective and/or efficient City operations;

(6) determine the methods, means and/or personnel by which the City's services are to be delivered; and

(7) take whatever other actions may be necessary to carry out the objectives and goals of the City in any situation.

Any new rules and/or regulations are to be negotiated consistent with the law.

## ARTICLE XXIII

### EVALUATIONS

A. Professional and Supervisory employees of this group agree to the use of periodic performance evaluations for the purposes of developing and enhancing communications between the employee and his/her Department Head and/or Administrative Supervisor and evaluating organizational productivity and efficiency.

B. Every employee shall have the right to request a meeting, with the City Manager and his/her Department Head or Administrative Supervisor to discuss the evaluation report.

C. The employee reserves the right to respond in writing, to the periodic performance evaluation should there be disagreement with the findings of said evaluation, with the response to be placed in the employee's personnel file, should the employee so request.

## ARTICLE XXIV

### MISCELLANEOUS

Any employee who is required to drive his or her personal vehicle in the performance of his or her duties with the City, shall be eligible to receive mileage reimbursement pursuant to the City's mileage reimbursement policy.

## ARTICLE XXV

### TERMS OF AGREEMENT

A. This Agreement shall be effective as of January 1, 1998. It shall be binding upon the City and the unit until December 31, 2001, and thereafter from year to year unless either party hereto shall notify the other in writing, in accordance with the requirements of the Public Employment Relations Commission's Rules and Regulations and the Statutes of the State of New Jersey, of an intention to make any change in, or terminate, the old agreement.

B. If any provision of this Agreement hereinbefore and hereinafter recited, or any application of this Agreement as it affects any employee or group of employees, is held invalid by operation of law or by court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect, and the parties agree to negotiate immediately for a substitute for that portion of the Agreement so invalidated.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals and caused this document to be signed by their representatives, the day and year first above written.

ATTEST.

Stephen M. Kay  
Stephen M. Kay, City Clerk

CITY OF ASBURY PARK

Kevin G. Sanders  
By: Kevin G. Sanders, Mayor

Terrance Weldon  
By: Terrance Weldon, City Manager

ATTEST:

Secretary

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL #2255

William M. Gray  
By: William Gray, Pres.

Don Dileo  
By: Don Dileo